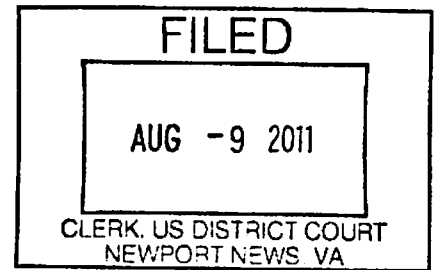


**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
NEWPORT NEWS DIVISION**



GARY M GRAY

Plaintiff,

Civil Action No: **4:11-cv-125**

vs.

COMPLAINT

**AMERICAN CORADIUS INTERNATIONAL,
LLC**

Defendants.

COMPLAINT

Plaintiff, GARY M. GRAY, individually, hereby sues Defendant, AMERICAN CORADIUS INTERNATIONAL, LLC;

PRELIMINARY STATEMENT

1. This is an action for damages brought for damages for violations of the Fair Debt Collection Practices Act (FDCPA) 15 U.S.C. §1692 *et seq.*; for damages for violations of the Fair Credit Reporting Act (FCRA) 15 U.S.C. §1681 *et seq.*;

JURISDICTION AND VENUE

2. The jurisdiction of this Court is conferred by 15 U.S.C. §1681p, and 15 U.S.C. §1692k
3. Venue is proper in this District pursuant to 28 U.S.C. §1391b.
4. This is an action for damages which do not exceed \$10,000.00.

PARTIES

5. Plaintiff, Gary M. Gray, is a natural person and is a resident of the State of Virginia.
6. Upon information and belief Defendant, AMERICAN CORADIUS INTERNATIONAL, LLC, is a corporation, authorized to do business in Virginia.
7. All conditions precedent to the bringing of this action have been performed, waived or excused.

FACTUAL ALLEGATIONS

8. On or about November 22, 2010, Plaintiff received a notice from Defendants AMERICAN CORADIUS INTERNATIONAL, LLC, as debt collectors attempting to collect an alleged debt in which they fraudulently claimed I owed them. On December 5, 2010, I sent them a Notice to Validate the Debt via certified mail which they received on December 10, 2010 in which they failed to respond or validate the debt they purportedly claim I owed.
9. On or about June 2, 2011, Plaintiff pulled his credit report and discovered that the Defendant AMERICAN CORADIUS INTERNATIONAL, LLC had initiated a credit inquiry of Plaintiff's credit report from TransUnion without permissible purpose.
10. On June 8, 2011 Plaintiff sent a letter AMERICAN CORADIUS INTERNATIONAL, LLC, demanding validation of the purported debt and to provide proof they had permissible purpose to pull my credit report. Defendants again failed to validate the debt.
11. Plaintiff contends that the illegal actions of the Defendants have harmed the Plaintiff, resulting in a reduction of his credit score, mental anguish, humiliation, a loss of reputation, and expenditures for attorney's fees and costs.

COUNT I

VIOLATION OF FAIR DEBT COLLECTION PRACTICES ACT (FDCPA), 15 U.S.C. §1692 BY DEFENDANTS AMERICAN CORADIUS INTERNATIONAL, LLC;

12. Paragraphs 1 through 11 are realleged as though fully set forth herein.
13. Plaintiff is a consumer within the meaning of the FDCPA, 15 U.S.C. §1692a (3).
14. Defendant AMERICAN CORADIUS INTERNATIONAL, LLC is a debt collector within the meaning of the FDCPA, 15 U.S.C. §1692 a(6).
15. Defendants AMERICAN CORADIUS INTERNATIONAL, LLC violated the FDCPA. Defendant's violations include, but are not limited to, the following:
 - (a) Defendants violated 15 U.S.C. §1692 e(2) by falsely representing the character, amount, or legal status of any debt.
 - (b) Defendants violated 15 U.S.C. §1692 e(5) by threatening to take action that cannot legally be taken.
 - (c) Defendants violated 15 U.S.C. §1692 e(10) by the use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.
 - (d) Defendants violated 15 U.S.C. §1692 f(1) by the collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law.

WHEREFORE, Plaintiff demands judgment for damages in the amount of \$4,000 against Defendants AMERICAN CORADIUS INTERNATIONAL, LLC for actual or statutory damages, and punitive damages, attorney's fees and costs, pursuant to 15 U.S.C. §1692k.

COUNT II
VIOLATION OF FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. §1681
WILLFUL NON-COMPLIANCE BY DEFENDANTS
AMERICAN CORADIUS INTERNATIONAL, LLC;

16. Paragraphs 1 through 15 are realleged as though fully set forth herein.
17. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. §1681a(c).
18. Defendant AMERICAN CORADIUS INTERNATIONAL, LLC are furnishers of information within the meaning of the FCRA, 15 U.S.C. §1681s-2.
19. Defendant AMERICAN CORADIUS INTERNATIONAL, LLC willfully violated the FCRA. Defendants' violations include, but are not limited to, the following:
- (a) Defendant AMERICAN CORADIUS INTERNATIONAL, LLC willfully violated 15 U.S.C. §1681s-2(a)(3) by, if the completeness or accuracy of any information furnished by any person to any consumer reporting agency is disputed to such person by a consumer, failing to furnish the information to any consumer reporting agency without notice that such information is disputed by the consumer.
 - (b) Defendant AMERICAN CORADIUS INTERNATIONAL, LLC willfully violated 15 U.S.C. §1681s-2(b)(C) by, after receiving notice pursuant to § 1681i of a dispute with regard to the completeness or accuracy of any information provided by a person to a consumer reporting agency, failing to direct such consumer reporting agencies to delete inaccurate information about the plaintiff pertaining to the account.

WHEREFORE, Plaintiff demands judgment for damages in the amount of \$2,000 against Defendant AMERICAN CORADIUS INTERNATIONAL, LLC for actual or statutory damages, and punitive damages, attorney's fees and costs, pursuant to 15 U.S.C. §1681n.

COUNT III
VIOLATION OF FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. §1681
NEGLIGENT NON-COMPLIANCE BY DEFENDANTS
AMERICAN CORADIUS INTERNATIONAL, LLC;

20. Paragraphs 1 through 19 are realleged as though fully set forth herein.
21. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. §1681a(c).

22. Defendant AMERICAN CORADIUS INTERNATIONAL, LLC are furnishers of information within the meaning of the FCRA, 15 U.S.C. §1681s-2.

30. Defendant AMERICAN CORADIUS INTERNATIONAL, LLC negligently violated the FCRA. Defendants' violations include, but are not limited to, the following:

(a) Defendants AMERICAN CORADIUS INTERNATIONAL, LLC negligently violated 15 U.S.C. §1681s-2(a)(3) by, if the completeness or accuracy of any information furnished by any person to any consumer reporting agency is disputed to such person by a consumer, failing to furnish the information to any consumer reporting agency without notice that such information is disputed by the consumer.

(b) Defendants AMERICAN CORADIUS INTERNATIONAL, LLC negligently violated 15 U.S.C. §1681s-2(b)(B) by, after receiving notice pursuant to §1681i of a dispute with regard to the completeness or accuracy of any information provided by a person to a consumer reporting agency, failing to review all relevant information provided by the consumer reporting agencies.

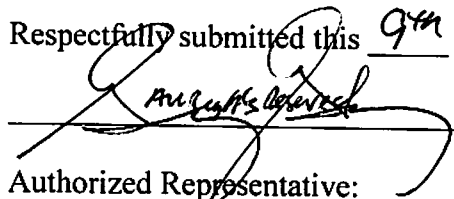
(c) Defendants AMERICAN CORADIUS INTERNATIONAL, LLC negligently violated 15 U.S.C. §1681s-2(b)(C) by, after receiving notice pursuant to §1681i of a dispute with regard to the completeness or accuracy of any information provided by a person to a consumer reporting agency, failing to direct such consumer reporting agencies to delete inaccurate information about the plaintiff pertaining to the account.

WHEREFORE, Plaintiff demands judgment for damages in the amount of \$3,000 against Defendants AMERICAN CORADIUS INTERNATIONAL, LLC for actual damages, and attorney's fees and costs, pursuant to 15 U.S.C. §1681o.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury of all issues so triable as a matter of law.

Respectfully submitted this 9th of Aug, 2011


Authorized Representative:
Gary M. Gray
c/o 6 Miles Cary Mews
Hampton, Virginia [23669]
757-251-0174